

**FIRST 5 MONTEREY COUNTY
FY 2010/11 AGREEMENT TO DISTRIBUTE FUNDS**

The Parties hereto, First 5 Monterey County aka Monterey County Children and Families Commission (hereinafter referred to as "First 5"), a public agency, and the Monterey County Department of Social and Employment Services (hereinafter referred to as "DSES"), hereby enter into the following Agreement (the "Agreement"):

RECITALS:

WHEREAS, the total amount awarded to Door to Hope for the MCSTART program (Door to Hope/MCSTART) by First 5 for the funding cycle July 1, 2010 through June 30, 2011 is \$244,335.

WHEREAS, DSES desires to provide approximately \$281,801 of its Perinatal Substance Abuse/HIV Infant, aka Options for Recovery, (hereinafter "SA/HIV") allocation from the State of California to Door to Hope's MCSTART program, however the State requires a county share for the aforementioned allocation. The county's share cannot be paid by the provider receiving the allocation, but can be provided by a third party. In order to allow DSES to provide a portion of the SA/HIV allocation to Door to Hope's MCSTART program without a net cost to the county, Door to Hope requested First 5 to reduce its award to the MCSTART program by \$36,194 and to instead provide those funds to DSES for use as the County's share of the SA/HIV allocation.

WHEREAS, the SA/HIV funds provided by DSES to Door to Hope are to be used to further the MCSTART program objectives previously approved by First 5. Door to Hope will report on the use of the SA/HIV funds, including the county share provided by First 5, in its tri-annual reports to First 5. Door to Hope has provided to First 5 and DSES a budget and narrative indicating where the SA/HIV funds will be used.

WHEREAS, the grant reduction to Door to Hope in the amount of \$36,194 was approved by First 5, resulting in the reduced approved funding for Fiscal Year 2010/11 bringing their total contracted amount for Fiscal Year 2010/11 down from \$244,335 to \$208,141.

AGREEMENT:

The parties agree as follows:

1. First 5 agrees to provide DSES an amount, not to exceed \$36,194 as the required county share of the SA/HIV allocation from the State. DSES has indicated that the total SA/HIV funds will be provided to Door to Hope as additional funding for the Door to Hope's MCSTART program.
2. DSES agrees that the SA/HIV funds received by Door to Hope from DSES shall be utilized for the objectives previously approved in the Door to Hope/MCSTART contract with First 5, and no limitations exist which would prevent the use of the SA/HIV funds for such objectives.
3. The actual amount of the SA/HIV county share paid to DSES as part of this agreement shall be the share of cost required by the State for the actual amount of SA/HIV funds

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transferred to Door to Hope from DSES. The actual amount of the reimbursement requested from First 5 may vary based upon the federal discount rate in effect for the period of time the charges were incurred, but in no case shall exceed \$36,194 for the term of this contract. DSES agrees to provide proof to First 5 of the amount of actual SA/HIV funds transferred to Door to Hope as part of this agreement. The amounts used in this agreement are as per the following budget:

Salaries and Benefits	Total Contract	First 5 Share
Director of Clinical and Mentoring Services (.5 FTE)	23,250	2,986
Mentor Moms/Dads Coordinator (1.0 FTE)	56,350	7,237
Benefits (FT@21.90%)	18,308	2,352
SUBTOTAL Salaries and Benefits	97,908	12,575
Services and Supplies	153,700	19,741
Indirect Costs @12%	30,193	3,878
	281,801	36,194

4. DSES shall submit all invoices, in the form of an annual expenditure report for payment. The form shall contain an itemization of all costs and fees. Door to Hope shall independently confirm the use of the SA/HIV funds in its tri-annual reports to First 5. A copy of these reports shall be made available to DSES upon request. The invoice from DSES shall be accompanied by proof that the SA/HIV funds were transferred to Door to Hope for the time period of the invoice. DSES shall send invoices to First 5 for review and processing. First 5 will make payment to DSES within thirty (30) days of receipt and upon approval of each invoice.

5. Indemnification

To the fullest extent permitted by law, DSES shall defend, indemnify, and hold harmless First 5 and their officers, agents, departments, officials, representatives, and employees, from and against any and all claims, judgments, debts, liabilities, loss, costs, damages, injury or death, fees, expenses, demands and actions including payment of reasonable attorneys' fees arising out of, and including, but not limited to the following:

- A. The performance of DSES's obligations, or
- B. Any act or omission of DSES, subcontractors or anyone directly or indirectly employed by DSES.

6. Governing Law

This Agreement shall be governed by, and construed in accordance with, the law of the State of California applicable to agreements made, and to be performed, entirely within Monterey County, California.

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7. Termination Due to Cessation of State funding

The parties shall have the right to terminate this Agreement upon three (3) days written notice in the event that the funding source for this agreement is reduced, suspended or terminated for any reason. Each party hereby expressly waives any and all claims against the other party for damages arising from the termination, suspension, or reduction of funds provided by the State or Federal government to First 5 and/or DSES for the program under which this Agreement is made, or of the portion thereby delegated by this Agreement.

8. Termination

This Agreement may be terminated by mutual consent of the parties. Either party may terminate the Agreement by giving written notice of termination to the other party at least fifteen (15) calendar days prior to the effective date of termination. In the event of termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

9. Modification of Agreement

This Agreement may be amended or modified by mutual agreement of the parties. Such amendment or modification shall be reduced to writing, signed by the parties, and attached to the original Agreement.

10. Notice

Any notice necessary to the performance of this Agreement shall be given in writing by personal delivery or by prepaid First Class Mail addressed as stated in the Agreement, below. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the date following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

11. Waiver

Any failure of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right under this Agreement or any provision of the Agreement.

12. Entire Contract

This Agreement constitutes the entire agreement between the parties and there are no inducements, promises, terms, or conditions or obligations made or entered into by First 5 or DSES except those contained or incorporated herein, and all such terms and conditions contained herein constitute the final and complete expressions of such terms and conditions. Incorporated by reference are the Door to Hope/MCSTART-DSES funding grant agreement and the revised Door to Hope/MCSTART-First 5 budget and narrative indicating the use of the SA/HIV funds.

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FIRST 5 MONTEREY COUNTY

1125 Baldwin Street
Salinas, California 93906
Phone (831) 444-8549
Fax (831) 444-8637

By _____
(Signature of Executive Director)

Francine Rodd, Executive Director
(Print Name, Title)

Date: _____

By _____
(Signature of Fiscal Officer)

Manuela O. Kolpin, Finance/Operations Officer
(Print Name, Title)

Date: _____
Acronym

**DEPARTMENT OF SOCIAL
AND EMPLOYMENT SERVICES**

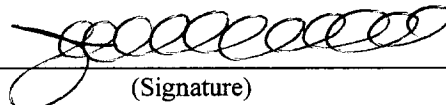
Family and Children's Services
1000 S. Main Street, Suite 112
Salinas, California 93901
Phone (831) 755-8596
Fax (831) 755-4600

By _____
(Signature)

(Print Name, Title)

Date _____

Approved as to form:

By  _____
(Signature)

Jevold Malkin Deputy
(Print Name, Title) *County Counsel*

Date: [^] 6-24-10